STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
LOCAL PANEL

Teamsters Local 700, Charging Party and County of Cook and Sheriff of Cook County, Respondents	)	Case No. L-CA-13-055

ADMINISTRATIVE LAW JUDGE'S RECOMMENDED DECISION AND ORDER

On April 4, 2013, Teamsters Local 700 (Charging Party or Union) filed a charge in Case No. L-CA-13-055 with the Local Panel of the Illinois Labor Relations Board (Board) alleging that the County of Cook and the Sheriff of Cook County (Respondents or Employers) engaged in unfair labor practices within the meaning of Section 10(a) of the Illinois Public Labor Relations Act, 5 ILCS 315 (2012) as amended (Act). The charge was investigated in accordance with Section 11 of the Act and the Rules and Regulations of the Board, 80 Ill. Admin. Code, Parts 1200 through 1240 (Rules). On June 13, 2013, the Board's Executive Director issued a two-count Complaint for Hearing on June 13, 2013 alleging the Respondents violated Section 10(a)(4) and independently 10(a)(1) of the Act.

The case was heard on September 18, 2013 and September 19, 2013 by Administrative Law Judge (ALJ) Elaine Tarver. Both parties appeared at the hearing and were given a full opportunity to participate, adduce relevant evidence, examine witnesses, and argue orally. After ALJ Tarver left the employment of the Board, the Board ultimately reassigned this case to the undersigned. Written briefs were timely filed on behalf of both parties. After full consideration

of the parties' stipulations, evidence, arguments, and upon the entire record of this case, I recommend the following.

I. PRELIMINARY FINDINGS

A. At all times material, the Respondents have been public employers within the meaning of 3(o) of the Act.

B. At all times material, the Respondents have been subject to the jurisdiction of the Local Panel of the Board pursuant to Section 5(b) of the Act.

C. At all times material, the Respondents have been subject to the Act pursuant to Section 20(b).

D. At all times material, the Charging Party has been a labor organization within the meaning of Section 3(i) of the Act.

II. ISSUES AND CONTENTIONS

The Complaint for Hearing alleges the Respondents violated the Act in two ways. In Count I, the Complaint alleges the Respondents violated Section 10(a)(4) and (1) of the Act by unilaterally implementing two policies without granting the Union adequate notice and a meaningful opportunity to bargain. Count II alleges that these same policies prohibit protected, concerted activity in violation of Section 10(a)(1).

The Respondents contend, as to the first count, that the policies are not new and are not mandatory subjects of bargaining. The Respondents also contend that the Complaint should be dismissed because the parties are still bargaining. As to the second count, the Respondents generally deny the allegations.

III. FINDINGS OF FACT

The Respondent Sheriff of Cook County (Sheriff) employs Officers in several different departments. During all relevant periods, the Union was the exclusive bargaining representative of the Deputy Sheriffs, Correctional Officers, and Investigators assigned to the Department of Corrections (DOC), the Court Services Department (Court Services), and the Fugitive Unit.[1] The parties had separate collective bargaining agreements (CBAs) for the DOC, Court Services and the Fugitive Unit, all of which expired on November 30, 2012. In addition to the terms and conditions of employment listed in the CBAs, the Sheriff maintains policies known as General Orders which outlined other work rules.

Respondents Draft General Orders 11.2.21.0 (the Gang Order) and 11.2.20.0 (the Rules of Conduct Order)

The Office of Policy and Accountability drafts policies and General Orders for the Sheriff. In or around December 2012, the Sheriff's Director of the Office of Policy and Accountability, Heather Bock, received a request to draft two General Orders. The first Order drafted by Bock was General Order 11.2.21.0 Prohibition of Known Criminal Organization Membership (Gang Order); it establishes rules regarding employees' relations with gangs and gang members. The request asked Bock to base the Gang Order, at least in part, on Illinois Department of Corrections policy. Bock testified that the Gang Order was also based on prior Orders from the DOC[2] and Court Services[3], as well as policies from the Chicago Police

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[1] During the time period at issue, the Union was the exclusive bargaining representative for the Investigators in the Fugitive Unit. However, evidence regarding the Investigators is largely absent from the Union's case. Therefore, my findings and conclusions are limited to the employees in the DOC and Court Services.

[2] The Respondents contend that the substance of the Gang Order is reflected in the following provisions from the prior DOC Order:

> Employees will not visit any correctional institution for the purpose of visiting a detainee, inmate or person incarcerated, not in their immediate family, without first submitting

Department. Although it does not appear in the prior DOC and Court Services Orders, testimony suggests that the Sheriff has always prohibited employees from maintaining gang membership.

The Order states that "[c]riminal organizations and street gangs pose a substantial threat to the public and directly impede the efforts of the [Sheriff] to provide for public safety." It also states that maintaining gang membership or otherwise associating with gang members interferes with the Sheriff's ability "to maintain public order and ensure that public confidence is maintained." Therefore, all of the Sheriff's employees are prohibited from being members of a gang or criminal organization and from associating with members of criminal organizations. The Gang Order more specifically prohibits associating with anyone "[t]he employee knew or should have known . . . is or was a member of a Known Criminal Organization." The Order also requires employees to disclose any current or past gang memberships, as well as "Family Relationships or Associations with any Known Criminal Organizations or Members." Employees

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> written notification to the divisional Superintendent/Unit Head. Immediate family includes: Father, Mother, Siblings and legal children (of the employee).
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> . . . .
>
> No employee will frequent any establishment or knowingly associate with persons having known criminal records that would bring discredit to the department, except when properly authorized to do so.

This DOC Order also required employees report "any fact or situation which may give rise to or be construed as corrupt, illegal, or unethical behavior and/or a possible conflict of interest. This shall include, but not be limited to, reporting anything which could impair the employee's performance of their duties in a fair and impartial manner." I also note that the DOC Order only applied to employees in the DOC.

[3] The Respondents also contend that the substance of the Gang Order is reflected in the following provisions of the prior Court Services Order:

> Except in the performance of official duties, or where unavoidable because of other family relationships, members will avoid regular or continuous associations or dealings with persons whom they know, or should know, are persons under criminal investigation or indictment, or who have a reputation in the community or the department for present or past involvement in felonious or criminal behavior.

This Order also required employees to notify their supervisor "if another member is guilty of violating a rule, regulation or order of the department." The Court Services Order only applied to employees assigned to Court Services.

must complete a disclosure form with this information annually. Any violation of the Gang Order, including refusing to complete the disclosure form, can result in discipline, and the Sheriff may revoke an employees' access to its facilities.

At hearing, several witnesses testified that employees have been disciplined in the past for their involvement with gang members or felons. However, the witnesses' examples were vague. One of the Respondents' attorneys, Peter Kramer, testified that "[t]here was an issue where an officer was – I believe he was shot at earlier this year and it turned out that he had some gang affiliation. And I want to say it was two or three months ago an officer was alleged to have some gang affiliations, got in a bunch of trouble over like three different things."

The second request tasked Bock with drafting General Order 11.2.20.0 Rules of Conduct (Rules of Conduct Order). According to Bock, the Rules of Conduct Order is an amalgamation of prior Conduct Orders from the DOC and Court Services. The Rules of Conduct Order, as the name suggests, details the Sheriff's expectations for how employees are to conduct themselves both on and off-duty. One provision of the Order states that employees are to:

> [c]onduct themselves on and off-duty in such a manner to reflect favorably on the [Sheriff]. Employees, whether on or off-duty, will not engage in conduct which discredits the integrity of the [Sheriff], its employees, the employee him/herself, or which impairs the operations of the [Sheriff]. Such actions shall constitute conduct unbecoming of an officer or employee of the [Sheriff].

Directly following this provision, the Order states that employees should "[b]e aware that conduct on and off duty extends to electronic social media and networking sites and that all rules of conduct apply when engaging in any Internet activity." As with the Gang Order, employees can be disciplined for violating the Rules of Conduct Order. Additionally, the Order rescinded the prior DOC and Court Services Conduct Orders.

Respondents Issue and Implement the Gang and Rules of Conduct Orders.

On January 18, 2013, the Sheriff issued the Gang and Rules of Conduct Orders; the Order became effective on January 25, 2013. The Union learned of the Orders the same day the Orders went into effect. On January 25th, Union attorney Kevin Camden sent Respondents' attorney Matt Burke an email with the subject line "Sheriff Rules of conduct, 11.2.20.0 and 11.2.21.0." In the email, the Union demanded to bargain "over this proposed General Order, as it appears it may affect wages, hours, terms and conditions of employment." The Union also demanded the Sheriff hold both Orders in abeyance. Finally, Camden wrote "[p]lease advise as to when such a meeting may be scheduled. I might suggest we hold this meeting in conjunction with the pending request(s) for a DOC labor/management meeting." A short while later, Burke emailed Camden stating "[p]lease see the newly issued Order referenced in your last email. If there is a particular area that you are concerned about that is in conflict with or departs from the predecessor to this Order (G.O. 3.8), please let me know."

Although the parties' various CBAs had expired in November 2012, the parties had not started bargaining for successor agreements when the Sheriff implemented the Orders on January 25th. At the time of the hearing, the parties had engaged in approximately ten bargaining sessions, but had not discussed the Orders. Union business agent Dennis Andrews testified that Kramer had told the Union that the Respondents would not bargain over the Orders. Kramer denied the statements.

IV. DISCUSSION AND ANALYSIS

The Complaint for Hearing alleges the Respondents violated the Act by unilaterally implementing the Gang and Rules of Conduct Orders without giving the Union adequate notice or a meaningful opportunity to bargain. The Complaint also alleges that those same Orders unlawfully restrict employees' rights guaranteed by the Act. The Union, however, has centered its attention on a more narrow set of issues, and I will limit my analysis accordingly. Regarding Count I of the Complaint, the Union focuses on the Gang Order. The Union argues that by implementing the Gang Order without giving it prior notice or a chance to bargain, the Respondents materially changed a mandatory subject of bargaining in violation of the Act. As to Count II, the Union argues that the social media provisions of the Rules of Conduct Order are overly broad and unlawfully restrict employees' Section 6 rights. I will discuss each Count in turn.

A. Respondents Violated Section 10(a)(4) and (1) by Unilaterally Implementing the Gang Order

Count I of the Complaint alleges that the Respondents unilaterally implemented the Gang Order in violation of Section 10(a)(4) and (1) of the Act. Employers are required to bargain in good faith over wages, hours, and other terms and conditions of employment; i.e. the mandatory subjects of bargaining. 5 ILCS 315/7, 10(a)(4). It is also well established that an employer will violate its duty to bargain in good faith by making a unilateral change to a mandatory subject of bargaining without first granting the union adequate notice and a meaningful opportunity to bargain. Cnty. of Cook (Juvenile Temp. Det. Ctr.), 14 PERI ¶ 3008 (IL LLRB 1998). In order to demonstrate that an employer made an unlawful unilateral change, the charging party must show (1) that the change was material, substantial, and significant; (2) that the change involved a mandatory subject of bargaining; (3) that it did not have adequate notice of the change; and (4)

that it did not have a meaningful opportunity to bargain. City of Peoria, 11 PERI ¶ 2007 (IL SLRB 1994). See Alamo Cement Co., 277 NLRB 1031 (1985).

The Respondents argue that the Gang Order is not a new policy and that it does not constitute a mandatory subject of bargaining. The Respondents also argue that the Complaint is not ripe for adjudication because the parties, at least at the time of the hearing, are still bargaining. For the reasons set forth below, I reject the Respondents' arguments and find that its unilateral implementation of the Gang Order violated Section 10(a)(4) and (1) of the Act.

1. The Gang Order Materially, Substantially, and Significantly Changed the Status Quo.

Not every change in working conditions violates the Act; the change must be material, substantial and significant. City of Peoria, 11 PERI ¶ 2007; Alamo Cement Co., 277 NLRB 1031; Peerless Food Prods., 236 NLRB 161 (1978). For example, an employer will not violate the Act by merely codifying an already existing policy. City of Quincy, 6 PERI ¶ 2003 (IL SLRB 1989). However, when an employer changes the scope of discipline, it will have materially changed its employees' working conditions. Vill. of Westchester, 16 PERI ¶ 2034 (IL SLRB 2000). See Windstream Corp., 352 NLRB 44 (2008); Ferguson Enters., Inc., 349 NLRB 617, 618 (2007) ("The [NLRB] has held that a threat of discipline for a breach of a unilaterally implemented policy is sufficient to establish that the policy constitutes a material change in working conditions."); Toledo Blade Co., Inc., 343 NLRB 385 (2004).

The Respondents maintain that the substance of the Gang Order can be found in certain provisions of the DOC and Court Services Conduct Orders.[4] The Gang Order prohibits employees from being gang members and from associating with anyone the employee knows or

[4] Again, I note that the DOC and Court Services Orders only applied to employees assigned to those specific departments. The Gang Order applies to all Sheriff employees.

should know is in a gang. The Order also requires employees disclose any current or past gang memberships, as well as any relationships or associations with gang members. The Sheriff can discipline anyone who violates the order and can revoke that individual's access to the Sheriff's facilities. As an initial matter, it appears that the Sheriff has consistently prohibited employees from being gang members. As to the rest of the Gang Order, it seems at first glance to bear some resemblance to the provisions in the past Orders. However, on closer examination, I find that the Gang Order is materially different.

First, the Respondents rely on several provisions in the DOC Order in support of its contention that the Gang Order is not a material change. One provision the Respondents rely on prohibited employees from "frequent[ing] any establishment or knowingly associat[ing] with persons having known criminal records that would bring discredit to the department." The Gang Order, by contrast, prohibits associating with anyone the employee "knew or should have known is a gang member." I agree with the Union that the terms "gang members" and "persons having known criminal records" are not interchangeable. While there is likely overlap between the two groups, the key issue here is whether these terms refer to the same range of particular individuals. I cannot find that these terms refer to the same group. Additionally, the Gang Order refers to anyone the employee "knew or should have known" was a gang member. The DOC Order is not as broad. By prohibiting employees from associating with "known individuals," the DOC Order implies that employees will only violate the Order by associating with people the employees actually knew had criminal records. The Gang Order suggests that employees will violate the order if an average employee would have known a person was a gang member. The difference in terms changes the threshold for violating the Order from a subjective test to an objective one. Even if I were to find that gang members and individuals with known criminal

records referred to the same group, the term "knew or should have known" changes the threshold for discipline.

The Respondents also rely on a provision of the DOC Order which stated that employees could not "visit any correctional institution for the purpose of visiting a detainee, inmate, or person incarcerated . . . without first submitting written notification to the divisional Superintendent/Unit Head." Again, this is different from the Gang Order. Not only does this provision refer to a different group of individuals, it does not flatly prohibit employees from associating with these individuals. As such, I find that the Gang Order prohibits employees from associating with a different group than those referenced in the DOC Conduct Order. Further, because the employees can be disciplined or barred from the premises for associating with a different group of individuals, the Gang Order is a material change in the status quo for the employees covered by the DOC Conduct Order.

Second, the Respondents contend that the substance of the Gang Order is reflected in the prior Court Services Order. The Court Services Order stated that employees were to "avoid regular or continuous associations or dealings with persons whom they know, or should know, are persons under criminal investigation or indictment, or who have a reputation in the community or the department for present or past involvement in felonious or criminal behavior." I do find that both the Court Services Order and the Gang Order contain the same "should have known" language. However, the Orders' similarities end there. The Court Services Order referenced individuals involved in criminal behavior, not gang members. While this group arguably includes a greater percentage of gang members than the group in the DOC Order, I still find it difficult to conclude that a group of individuals involved in criminal behavior necessarily encompasses all gang members. However, I need not decide that issue because there is a much

more significant distinction between the Orders. The Court Services Order asks employees to *avoid* contact with these individuals. The Gang Order *prohibits* contact. It is axiomatic that telling employees to avoid a group is distinctly different from forbidding employees to associate with a group. By prohibiting employees from associating with gang members, the Respondents changed the scope of potential discipline and materially changed the status quo for the employees covered by the Court Services Order.

Regarding the Gang Order's disclosure provisions, neither of the prior Orders required employees to fill out and submit a disclosure form. The Respondents argue that the Gang Order does not change the work of its employees because they have always had to fill out forms. While employees undoubtedly have to fill out forms as part of their job, the evidence does not establish that employees have ever had to fill out this *particular* form. The Union also notes that the "should have known" language of the Gang Order requires employees to investigate their associates for potential gang ties in order to be in compliance with the Order and to properly fill out the disclosure form. While I am reluctant to go so far as to say that the Gang Order requires the type of in-depth investigation propounded by the Union, I do find that it places some sort of investigatory burden on the employees. As I noted earlier, "should have known" creates an objective test to determine compliance with the Gang Order. More importantly, the disclosure form creates new potential discipline for employees as they can be disciplined or barred from the premises for falsifying information or refusing to complete the form.

To the extent the Respondents argue that employees were already required to provide this information prior to the Gang Order, I cannot agree. Both the DOC and Court Services Orders stated that employees must report to their superiors if someone violated the Orders. The Gang Order disclosure, however, is not an obligation for employees to report violations of the Order.

Rather, it is a requirement that employees provide the Sheriff with information on an annual basis regarding their current or prior gang membership or association with gang members *regardless* of whether those associations or memberships would actually be in violation of the Gang Order. Not only is this additional work for employees, particularly when considering that employees are required to disclose anyone they should have known was a gang member, they can be disciplined for refusing to disclose this information. Thus, the Gang Order's disclosure requirements are a material change.

In sum, I find the Gang Order, as a whole, is a material change in the status quo. The Gang Order prohibits employees from associating with a different group of individuals than the groups referenced in the DOC and Court Services Order. Further, the disclosure requirements create additional work for the employees. Most importantly, the Sheriff can discipline employees and ban them from the premises for violating any part of the Order which changes the scope of discipline. Therefore, I find that the Gang Order is a material, substantial and significant change in the status quo.

2. The Gang Order is a Mandatory Subject of Bargaining

In addition to finding that the Respondents materially changed the status quo, I also find that the Gang Order is a mandatory subject of bargaining. To determine if a policy is a mandatory subject of bargaining, the Board utilizes the three-pronged test first enunciated by the Illinois Supreme Court in Central City Educ. Ass'n v. Ill. Educ. Labor Relations Bd., 149 Ill. 2d 496 (1992) and later applied to the Act in City of Belvidere v. Ill. State Labor Relations Bd., 181 Ill. 2d 191 (1998). Under the first prong, the Board must determine if the policy involves wages, hours, or other terms and conditions of employment. If it does, the Board must, under the second prong, determine if the policy is also a matter of inherent managerial authority. Should the policy

involve both terms and conditions of employment as well as the employer's inherent managerial authority, the Board will move to the third prong and "balance the benefits that bargaining will have on the decisionmaking process with the burdens that bargaining imposes on the employer's authority". Central City Educ. Ass'n, 149 Ill. 2d at 523.

a. The Gang Order Involves Wages, Hours or Terms and Conditions of Employment

First, I find the Gang Order is a term and condition of employment. Generally, employer policies that subject an employee to discipline are terms and conditions of employment. Cnty. of Cook v. Ill. Labor Relations Bd. Local Panel, 347 Ill. App. 3d 538, 551-552 (1st Dist. 2004). For instance, in Cnty. of Cook v. Licensed Practical Nurses Ass'n of Ill., the County instituted a drug testing policy which stated that employees could be disciplined for violating the rule. 284 Ill. App. 3d 145, 147 and 154 (1st Dist. 1996), aff'g Cnty. of Cook (Cermak Health Servs.)), 10 PERI ¶ 3009 (IL LLRB 1994). The County argued that the policy did not involve a term and condition of employment. Id. at 154. The court found that "[s]uch contention defies the record and logic . . . unless an employee returning to work from a leave of absence submits to a drug test, the employee may not return to work and could be subject to discipline or termination. It is difficult to imagine a more obvious condition of employment." Id. See also, Ill. Sec'y of State, 24 PERI ¶ 22 (IL LRB-SP 2008) ("Implementation of a work rule which subjects employees to discipline has an obvious and plain impact on the wages, hours and terms and conditions of their employment."); Peerless Publ'ns, 283 NLRB 334, 335 (1987) ("[R]ules or codes of conduct governing employee behavior with constituent penalty provisions for breach necessarily fall well within the definitional boundaries of 'terms and conditions' of employment.").

It is difficult to fathom how the Gang Order is not a term and condition of employment. Not only does the Gang Order subject employees to potential discipline, employees can be

barred from the premises for violating the Order. As the court found in Licensed Practical Nurses Ass'n of Ill., "[i]t is difficult to imagine a more obvious condition of employment." 284 Ill. App. 3d at 154.

b. The Gang Order Involves a Matter of Inherent Managerial Policy

Section 4 of the Act states that "matters of inherent managerial policy . . . include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees, examination techniques and direction of employees." The Board has held that in order to demonstrate that a given issue qualifies as a matter of inherent managerial policy, "the employer must do more than simply assert that the policy is vital to its ability to carry out its central mission; it must come forward with particularized factual evidence linking its policy concerns and objectives to the disputed management decision." Cnty. of Cook (Juvenile Temp. Det. Ctr.), 14 PERI ¶ 3008. However, the Board has been willing to find a matter involves inherent managerial policy under less supported circumstances, leaving the issue of particularized evidence, or lack thereof, as a matter for the balancing prong. Cnty. of Cook (Cermak Health Servs.), 10 PERI ¶ 3009. In Cnty. of Cook (Cermak Health Servs.), the Board found that as part of Cook County Jail, one of Cermak Health Services functions was "to maintain security within the jail by preventing drug trafficking and its attendant problems. Accordingly, Respondent has the inherent managerial authority to institute rules and regulations, such as drug testing of employees, to prevent the undermining of this function." Id.

The Respondents argue that the Sheriff has the statutory duty to maintain safety and security within the County and the facilities under its control. I agree. Therefore, the Sheriff has the inherent managerial authority to implement policies in order to prevent security issues. I note,

however that the evidence connecting the Sheriff's duty to maintain safety and security with its decision to implement the Gang Order is tenuous. Nevertheless, I will follow the Board's example in Cnty. of Cook (Cermak Health Servs.) and address those issues under the balancing prong. Since the Gang Order's purpose is related to maintaining safety and security in the County and the Sheriff's facilities, I find that the Gang Order was within the Respondents' inherent managerial authority.

c. The Benefits of Bargaining Outweigh the Burdens on the Respondents' Inherent Managerial Authority

After balancing the competing interests, I find that the benefits of bargaining over the Gang Order outweigh the burdens on the Respondents' inherent managerial authority. "[A] determination of whether bargaining is required over a particular management decision depends on the specific facts of each case." Cnty. of Cook (Juvenile Temp. Det. Ctr.), 14 PERI ¶ 3008. While the Board has not previously addressed whether, on balance, a prohibition on gang activity is a mandatory subject of bargaining, I find the Board's drug testing cases instructive.

In Ill. Dep'ts of Cent. Mgmt. Servs. and Corrs., the Illinois Department of Corrections (IDOC) instituted a drug testing policy in order to curb the influx of illegal drugs into the prison system. 5 PERI ¶ 2001 (IL SLRB 1988), aff'd sub nom. AFSCME, AFL-CIO v. Ill. State Labor Relations Bd., 190 Ill. App. 3d 259 (1st Dist. 1989). During its investigation into the issue, the IDOC discovered that the employees trafficking drugs into the prisons were often drug users themselves. Id. "As a result, [the IDOC] wished to test those of its employees which it had 'reasonable suspicion' of being under the influence of or using illegal drugs." Id. On appeal, the IDOC tied the drug testing policy to its statutory duty to establish safety rules for the prison system. AFSCME, AFL-CIO, 190 Ill. App. 3d at 266. The court noted that, the IDOC introduced evidence at hearing connecting prison security issues with its employees' drug trade, as well as

its employees' drug use. Id. "Finally, IDOC detailed the other measures it had taken to curtail the drug trade by employees. Canine sniffs, pat-downs, and even strip searches of employees had not eliminated the employee drug traffic among inmates at the prison." Id. The court concluded that, under the circumstances, the drug testing policy was necessary in order for the IDOC to maintain safety and security in its facilities and not a mandatory subject of bargaining. Id.

By contrast, in Licensed Practical Nurses Ass'n of Ill., the employer, a part of Cook County jail, unilaterally implemented a post-employment drug testing policy for all employees returning from a leave of absence. 284 Ill. App. 3d at 146-148. The Board found, and the court agreed, that it was within the employer's inherent managerial authority to establish rules to maintain safety in the jail "by preventing drug trafficking and its attendant problems." Id. at 155. But, the court also agreed "with the Board's findings that the County 'failed to establish any link between its policy of screening for drug use all licensed practical nurses returning to work after leaves of more than 30 days, and the security needs of the jail.'" Id. at 156. In general, the employer had not submitted evidence that the drug testing policy was targeted at an actual, legitimate issue. Id. at 155-156. According to the court, "there was no evidence that nurses returning from leave of more than 30 days ever tested positive, were more prone to the use of illegal drugs, or exhibited security breaches or risks." Id. at 156. The court also noted that the employer failed to explain why the parties' current drug testing policies "did not fulfill the needs of the County's mission to prevent drugs from entering the facility." Id. Thus, the court affirmed the Board's decision declaring the policy a mandatory subject of bargaining. Id. at 147.

Also in its decision, the court noted the case's similarity to City of Chicago, 9 PERI ¶ 3001 (IL LLRB 1992). Id. at 155. In City of Chicago, the City unilaterally implemented a drug testing policy for civilians working in the crime lab. 9 PERI ¶ 3001. The City argued that the

policy was necessary to protect the security of drug evidence. Id. However, the Board found that the employees' interests in bargaining outweighed any burden on the City's authority to formulate policy. Id. Comparing its case to AFSCME, AFL-CIO, the Board noted "both the State Board and the Appellate Court placed much reliance upon the substantial factual evidence presented by the employer demonstrating that its decision to implement drug testing of prison employees was intimately connected to its ability to effectuate its statutory mission of maintaining institutional security and safety." Id. The Board was unable to find evidence in the record which linked the City's safety and security concerns with "its decision to impose random drug testing on the employees at issue." Id. The Board stated that the City did not demonstrate that these employees were drug users or that it was having security problems related to employee drug use. Id. The Board also noted that, unlike the case in AFSCME, AFL-CIO, the City's policy was not narrowly tailored and that the City had not taken any alternative measures to address its concerns. Id. "Therefore, we cannot find that the City must have the ability to unilaterally impose its random drug testing in order to carry out its essential government mission or effectively deliver the services it is obligated to provide." Id.

The Board reached a similar conclusion in Cnty. of Cook (Juvenile Temp. Detention Ctr.). 14 PERI ¶ 3008. While the Board decided the case under the second prong of Central City, its analysis is still helpful. Id. In this case, the County unilaterally implemented a drug testing policy for Detention Center caseworkers returning from a leave of absence. Id. According to the County, it instituted the policy in order to reach "its stated policy goals of preserving order and protecting children within the [detention center] and curbing criminal conduct by the AFSCME caseworkers." Id. In analyzing whether the County had established that the drug testing policy fell within its inherent managerial authority, the Board noted that "[v]ague or generalized claims

and concerns about the integrity and efficiency of government services are not a sufficient justification for the unilateral imposition of random drug testing." Id. The employer must produce actual facts to demonstrate that the policy in question "is essential to the proper functioning of the particular public agency or work place at issue." Id. Here, the County failed to establish that its employees were drug users or that the County had suspicions regarding the employees' possible drug use. Id. "[I]n fact, the County made no showing of even a single instance, drug-related or not, in which a bargaining unit caseworker had jeopardized [the detention center's] security or endangered the health, safety, or welfare of a juvenile in the custody of the [detention center]." Id. The Board concluded that the County's decision to implement the policy was not a matter of inherent managerial authority. Id.

However, the Board also stated that even if it had concluded that this was a matter of inherent managerial authority, the balancing test would still weigh in the employees' favor. Id. The Board noted that the employees had a strong interest in bargaining the decision to implement the policy as the policy had a direct impact on the employees' job security and touched on their privacy interests. Id. The Board again pointed out the lack of evidence establishing an actual security or safety issue. Id. It also stated that the County had failed to articulate why existing drug testing policies "were inadequate to accomplish the County's articulated policy goals of deterring drug use and maintaining institutional security." Id. The Board also took issue with the County's lack of explanation for its supposed need to implement the decision immediately rather than collectively bargain with the union. Id. "Accordingly, under these factual circumstances, we find that requiring the County to negotiate with AFSCME over implementation of the drug testing policy in question will not impair the County's ability to carry out its statutory mission or compromise its delivery of government services." Id.

The Respondents argue that the instant case resembles the circumstances in AFSCME, AFL-CIO. I disagree. In AFSCME, AFL-CIO, the employer presented evidence of an actual drug problem in its facilities that could be traced to its employees. Further, the employer established that those particular employees were drug users and that other methods for eradicating drug trafficking into the prison system had failed. Thus, the employer had directly tied its decision to implement the drug testing policy with its statutory duty to maintain prison security. Furthermore, the policy in that case was narrowly tailored to target only employees the employer had a reasonable suspicion were under the influence and thus a security threat. Under those unique circumstances, the drug-testing policy was not a mandatory subject of bargaining. Those circumstances do not exist here.

I find that this case bears far more similarity to Licensed Practical Nurses Ass'n of Ill. and its brethren. More specifically, the Respondents have not adequately demonstrated that it created the Gang Order to solve an actual problem. The testimony establishes that at some point employees have been disciplined for having contact with gang members or felons. The most specific example came from Kramer. He testified that "[t]here was an issue where an officer was – I believe he was shot at earlier this year and it turned out that he had some gang affiliation. And I want to say it was two or three months ago an officer was alleged to have some gang affiliations, got in a bunch of trouble over like three different things." These examples are extremely vague and I cannot find that this is "substantial factual evidence" establishing a concrete issue. Moreover, even if the Respondents' examples contained additional details, I would still find them insufficient to demonstrate the Respondents were facing a systemic or serious problem as was the case in AFSCME, AFL-CIO. I can certainly fathom how employees with gang associations may present a security risk. However, in order to prove that the Gang

Order is so critical to the Respondents' statutory duties that the Respondents should not be required to bargain, the Respondents needed to do more than state "[v]ague or generalized claims and concerns."

Additionally, the Respondents have not sufficiently demonstrated how bargaining over the Gang Order would significantly impact its ability to carry out its statutory duties. The record does not suggest that the issues identified by the Respondents were so dire as to necessitate immediate action or that the Gang Order was the sole means of maintaining safety. Simply put, I find that the evidence is insufficient to establish that requiring the Respondents to negotiate with the Union over the Gang Order would impair its "ability to carry out its statutory mission."

The employees, in comparison, have a strong interest in bargaining over the Gang Order. Under the Gang Order, the employees can be disciplined and barred from the premises, and are required to annually disclose all associations with anyone the employees "know or should know" are gang members. I do not doubt that the Respondents' concerns are legitimate or that the Gang Order is reasonable. But no matter how reasonable a policy may be, an employer cannot avoid bargaining with a union without demonstrating that it has a serious issue the policy is intended to solve. Given the strong bargaining interest of the Union and the insufficient evidence establishing the burden on the Respondents, I find that the Gang Order is a mandatory subject of bargaining.

3. The Respondents Unilaterally Implemented the Gang Order Without Bargaining with the Union to Impasse

Since the Gang Order is a mandatory subject of bargaining, the Respondents could not implement the Order without bargaining with the Union to impasse. Unilateral changes circumvent the duty to bargain and frustrate the purpose of the Act. N.L.R.B. v. Katz, 369 U.S. 736, 743 (1962). At a minimum, the Respondents were required to give the Union adequate

notice and a meaningful opportunity to bargain prior to implementing the policy. Cnty. of Cook and Sheriff of Cook Cnty., 30 PERI ¶ 14 (IL LRB-LP 2013). Further, the employer must be open to bargaining and cannot present the union with a fait accompli. Id. The evidence establishes that the Union received notice of the Gang Order the same day the Respondents implemented the policy. The Respondents had not previously notified the Union, and the Union did not have an opportunity to bargain. As such, the Respondents' implementation of the Gang Order was an unlawful unilateral change to a mandatory subject of bargaining in violation of Section 10(a)(4) and (1) of the Act.

The Respondents contend that it never refused to bargain with the Union and that this issue is not ripe for adjudication because the parties, at least at the time of the hearing, were still bargaining. I find these arguments meritless. Whether the Respondents literally refused to bargain or whether the parties bargained after the fact are not necessary or relevant inquiries in this case. What is relevant is when the employer implemented the policy and when the employer notified the union. As I stated above, the Respondents implemented the policy and notified the Union on the same day. That constitutes a fait accompli and violates the Act. Any subsequent conduct by the Respondents does not expunge their unlawful unilateral change.

In sum, I find the Gang Order was a material change in the status quo and a mandatory subject of bargaining. I also find the Respondents unilaterally implemented the Order without granting the Union adequate notice and an opportunity to bargain. Therefore, the Respondents' implementation of the Gang Order violated Section 10(a)(4) and (1) of the Act.

B. Respondents' Rules of Conduct Policy Unlawfully Restricts Employees' Rights Guaranteed by the Act

With regard to Count II of the Complaint, I find that the social media provisions of the Rules of Conduct Order are unlawfully over broad in violation of Section 10(a)(1) of the Act. It

is an unfair labor practice under 10(a)(1) for an employer "to interfere with, restrain or coerce public employees in the exercise of the rights guaranteed in this Act." Generally, an employer will violate 10(a)(1) if its conduct "reasonably tend[s] to interfere with, restrain or coerce employees in the exercise of rights protected by the Act." Cnty. of Woodford, 14 PERI ¶ 2017 (IL SLRB 1998). The Union argues that the Rules of Conduct Order, specifically the provisions regarding social media, are restrictive of employees' Section 6 rights. The Board has not had occasion to address whether a work rule which does not explicitly restrict protected activity may be unlawful, but the National Labor Relations Board (NLRB) has frequently addressed this issue.

In Lafayette Park Hotel, the employer maintained several work rules that the General Counsel argued violated the National Labor Relations Act (NLRA). 326 NLRB 824, 824 (1998). One rule prohibited "[b]eing uncooperative with supervisors, employees, guests and/or regulatory agencies or otherwise engaging in conduct that does not support the Lafayette Park Hotel's goals and objectives." Id. Another rule prohibited "[u]nlawful or improper conduct off the hotel's premises or during non-working hours which affects the employee's relationship with the job, fellow employees, supervisors, or the hotel's reputation or good will in the community." Id. The NLRB found that these rules were did not violate the NLRA. Id. at 825-827. As to the prohibition of uncooperative conduct, the NLRB stated the rule "would not reasonably tend to chill employees in the exercise of their Section 7 rights." Id. at 825. The NLRB found the rule was not ambiguous and that it was designed to address the employer's legitimate business concerns. Id. It stated that an employee would only find the language ambiguous by "parsing the language of the rule." Id. "[T]o find the maintenance of this rule unlawful, as do our dissenting colleagues, effectively precludes a common sense formulation by the Respondent of its rule and

obligates it to set forth an exhaustively comprehensive rule anticipating any and all circumstances in which the rule even theoretically could apply." Id. at 826.

The NLRB also noted that forcing employers to draft such a comprehensive rule would not reflect "the realities of the workplace nor [was it] compelled by Section 8(a)(1)." Id. at 826. As to the off-duty conduct rule, the NLRB stated that the rule did not encompass protected activity. "[E]mployees would not reasonably fear that the Respondent would use this rule to punish them for engaging in protected activity that the Respondent may deem to be 'improper.' To ascribe such a meaning to these words is, quite simply, farfetched." Id. at 827.

Similarly, in Tradesmen Int'l, the employer maintained a rule "entitled 'Conflicts of Interest,' which prohibit[ed] employees from engaging in any activity that 'conflicts with, or appears to conflict with, the interests of the company, its customers, or its suppliers.'" 338 NLRB 460, 460 (2002). The rule also required employees to "represent the company in a positive and ethical manner . . . [and] to avoid conflicts of interest and to refer questions and concerns about potential conflicts to their supervisor." Id. The same rule stated that employees could not "engage, directly or indirectly either on or off the job, in any conduct which is disloyal, disruptive, competitive, or damaging to the company." Id. The rule also defined disloyal conduct as "including, but not limited to, employment with another employer or organization while employed by [the employer]." Id. The NLRB found this rule was lawful. Id. It stated that the rule was similar to the rule in Lafayette Park Hotel and designed to address the employer's legitimate business concerns. Id. at 461. Furthermore, the rule defined or gave examples of what the employer considered prohibited conduct. Id. "These examples—illegal acts in restraint of trade and employment with another organization while employed by the Respondent—would clarify to

a reasonable employee that Section 7 activity is not the type of conduct proscribed by the rule." Id.

Also, in Ark Las Vegas Rest. Corp., the employer prohibited employees from conducting themselves "unprofessionally or unethically, with the potential of damaging the reputation or a department of the Company." 335 NLRB 1284, 1291 (2001). The rule also prohibited employees from "[p]articipating in any conduct, on or off duty, that tends to bring discredit to, or reflects adversely on, yourself, fellow associates, the Company, or its guests, or that adversely affects job performance or your ability to report to work as scheduled." Id. The General Counsel argued that the rule was overly broad because the terms "unprofessional" and "unethical" were undefined and employees could believe the rule included conduct such as informational picketing critical of the employer's employment practices. Id. at 1291. The NLRB disagreed. Id. It noted that the rule did not appear to be aimed at protected, concerted activities. Id. See also Albertsons, Inc., 351 NLRB 254, 259 n.18 (2007) (holding "[t]he off-the-job-conduct rule prohibits employees from engaging in '[o]ff-the-job conduct which has a negative effect on the Company's reputation or operation or employee morale or productivity'" was not unlawful.); Flamingo Hilton-Laughlin, 330 NLRB 287, 287 (1999) (employer's rule "prohibiting 'off-duty misconduct that materially and adversely affects job performance or tends to bring discredit to the hotel'" not unlawful).

By contrast, in a more recent line of cases, the NLRB has been more inclined to find similar rules in violation of the NLRA. For instance, in First Transit, Inc., the NLRB found several of the employer's rules unlawful. 360 NLRB No. 72, slip op. (2014). First, the NLRB held that "[d]iscourteous or inappropriate attitude or behavior to passengers, other employees, or members of the public" was overly broad. Id. at *3. The NLRB found the phrase "inappropriate attitude or behavior . . . to other employees" was patently ambiguous. Id. It stated that employees

"would reasonably construe the rule" as limiting their communications with each other concerning their working conditions. Id. (internal citations removed). It also noted that this rule was distiniguishable from other lawful rules "more clearly directed at unprotected conduct." Id.

The NLRB also found that the employer's rule "prohibit participating 'in outside activities that are detrimental to the company's image or reputation, or where a conflict of interest exists,' or 'conducting oneself during nonworking hours in such a manner that the conduct would be detrimental to the interest or reputation of the Company'" was overly broad. Id. at *1 n.5. Again, it found that this rule was distinguishable from the rules in Lafayette Park Hotel as the rules in that case "were contextually limited to intrinsically improper and unprotected conduct." Id.

Similarly, in Hills & Dales Gen. Hosp., the NLRB found a rule mandating that employees represent [the Respondent] in the community in a positive and professional manner in every opportunity" was unlawful as it was overly broad and ambiguous. 360 NLRB No. 70, slip op., at *2 (2014). "[E]mployees would reasonably view the language . . . as proscribing them from engaging in any public activity or making any public statements (i.e., 'in the community') that are not perceived as "positive" towards the Respondent on work-related matters." Id. The NLRB distinguished this rule from the rule in Tradesmen Int'l stating the title of the rule in Tradesmen Int'l, Conflicts of Interest, indicated it was not directed at protected activity. Id. It also stated that reasonable employees would construe "positive and professional" conduct differently from the "positive and ethical" conduct in Tradesmen Int'l. Id.

Finally, in The Roomstore, the employer maintained a rule entitled "Business Ethics" which prohibited employees from engaging "in any outside activity that would conflict in any way with the interests of the company or could result in criticism or have an adverse effect on the

company." 357 NLRB No. 143, slip. Op, at *27 (2011). The NLRB concluded that this language was overly broad. Id. at *1. "Such language is dramatically over broad and ambiguous. What outside activity is the Respondent referring to, and what conflicts of interest? This is language without limits." Id. at *27. It agreed with the General Counsel's assessment that employees could reasonably construe the rule as applying to union activity. Id. Further, the NLRB noted that the rule did not define terms or contain any limiting language. Id. "The Respondent fails to explain what would be permissible conduct, leaving it up to the employees to guess." Id. It also noted "[e]mployees who have the right under the Act to engage in union activity or other protected concerted activity, which may certainly lead to 'criticism' of the Respondent, or whose activities may potentially 'conflict' with the Employer, should not have to fear running afoul of the Rules of Conduct and being subjected to discipline." Id. But cf. In Copper River of Boiling Springs, LLC, 360 NLRB No. 60, slip op., at *21, *24 (Feb. 28, 2014) (finding employer rule stating "[a]ny other action or activity which the Company believes represents an actual or potential threat to the smooth operation, goodwill, or profitability of its business" contained limiting language; thus, employees would not construe rule as applying to protected concerted activity).

Here, the Union contends that the social media provisions of the Rules of Conduct Order are overly broad and restrict employees' Section 6 rights. In particular, the Union argues that the conduct provision and the social media provision, when read together, unlawfully restrict employees' rights during their use of social media.[5] First, I find that the social media provision does not, on its own, prohibit any conduct. Instead, I find it is merely a clarification that the conduct described in the previous conduct provision applies to employees' use of social media.

[5] The Complaint broadly alleges that both Orders violate Section 10(a)(1) by restricting employee rights guaranteed by the Act. However, the Union, both at hearing and in its post-hearing briefs, states that its only issue is with these two parts of the Rules of Conduct Order. As such, I will only address these two provisions.

Since the specific provision on social media is only a clarification of the activities covered by the conduct provision, it is only overly broad if the conduct provision is overly broad.

The conduct provision states that employees must act in a manner reflecting favorably on the Respondents and prohibits conduct which would discredit the Respondents' integrity. This provision resembles many of the rules addressed by the NLRB. However, the NLRB's decisions do not present a particular clear pattern of what is and is not overly broad. Even so, after careful reading, certain touchstones emerge. In the cases described above, the NLRB considered whether the rule can reasonably be read as targeting unprotected activity and whether the rule contains any definitions or other limiting language. It also considers the language in context. After considering these criteria, I find that the conduct provision is overly broad.

The conduct rule is comparable to the rule in The Roomstore. First, I do not read the conduct provision as targeting or being "contextually limited to" unprotected activity. The rule says nothing about illegal or any other unprotected conduct. This is distinguishable from the rule in Lafayette Park Hotel which prohibited "*unlawful* or improper conduct." Further, these provisions do not contain limiting language or any description of what the Respondents mean by conduct which would discredit the Respondents' integrity. The Respondents have essentially "[left] it up to the employees to guess." A reasonable employee could believe that the rule prohibits publicly criticizing the employer and its employment practices.

Since I find that the conduct provision is overly broad, any application of the social media provision to the conduct provision is likewise overly broad. Therefore, I find that these provisions reasonably tend to interfere with, restrain or coerce employees in the exercise of their rights protected by the Act and violate Section 10(a)(1) of the Act.[6]

[6] Again, I note that the Union only contends that the application of the social media provision to the conduct provision of the Rules of Conduct Order is overly broad. As such, my conclusion is limited to

V. CONCLUSIONS OF LAW

A. The Respondents violated Section 10(a)(4) and (1) of the Act by unilaterally enacting the Gang Order which materially changed a mandatory subject of bargaining and by failing to give the Union adequate notice and an opportunity to bargain.

B. The Respondents violated Section 10(a)(1) of the Act by maintaining the conduct and social media provisions of the Rules of Conduct Order which unlawfully restrict employees' use of social media.

VI. RECOMMENDED ORDER

It is hereby ordered that the Respondents, County of Cook and the Sheriff of Cook County, its officers and agents shall:

A. Cease and desist from:

a. Implementing or enforcing General Order 11.2.21.0 Prohibition of Known Criminal Organization Membership (Gang Order);

b. Failing and refusing to bargain collectively in good faith with Union concerning unit employees' wages, hours and other terms and conditions of employment;

c. Implementing or enforcing the provisions of General Order 11.2.20.0 Rules of Conduct (Rules of Conduct Order) requiring employees to act in a manner reflecting favorably on the Respondents while using social media and which prohibit employees from engaging in conduct which would discredit the integrity of the Respondents, its employees, the employee him/herself, or which impairs the operations of the Respondents while using social media.

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finding that the Rules of Conduct Order's conduct provision is overly broad as it applies to the Respondents' use of social media.

d. In any like or related manner, interfering with, restraining or coercing its employees in the exercise of the rights guaranteed to them by Section 6 of the Act.

B. Take the following affirmative action necessary to effectuate the policies of the Act:

a. Rescind the Gang Order implemented on April 25, 2013 for employees represented by the Union in the Department of Corrections and the Court Services Department;

b. Reinstate and make whole any of those same employees who were discharged, disciplined or otherwise adversely affected through application of the Gang Order;

c. Prior to implementation, give reasonable notice to the Union of any proposed changes that affect wages, hours or terms and conditions of employment of employees represented by the Union including any decision to implement the Gang Order;

d. Upon request, bargain collectively in good faith with the Union over the decision to implement the Gang Order for bargaining unit employees and the impact of that decision on unit employees' wages, hours and terms and conditions of employment;

e. Preserve and upon request make available to the Board or its agents all payroll and other records required to calculate the amount of back pay or other compensation to which unit employees may be entitled as set forth in this decision;

f. Revise or rescind the provisions of the Rules of Conduct Order requiring employees to act in a manner reflecting favorably on the Respondents while using social media and which prohibit employees from engaging in conduct which would discredit the integrity of the Respondents, its employees, the employee him/herself, or which impairs the operations of the Respondents while using social media;

g. Post, at all places where notices to employees are normally posted, copies of the notice attached hereto and marked "Addendum." Copies of this notice shall be posted,

after being duly signed, in conspicuous places, and be maintained for a period of 60 consecutive days. The Respondent will take reasonable efforts to ensure that the notices are not altered, defaced or covered by any other material; and

h. Notify the board in writing, within 20 days from the date of this Recommended Decision, of the steps the Respondents have taken to comply herewith.

VII. EXCEPTIONS

Pursuant to Section 1200.135 of the Board's Rules, parties may file exceptions to the Administrative Law Judge's Recommended Decision and Order and briefs in support of those exceptions no later than 30 days after service of this Recommendation. Parties may file responses to exceptions and briefs in support of the responses no later than 15 days after service of the exceptions. In such responses, parties that have not previously filed exceptions may include cross-exceptions to any portion of the Administrative Law Judge's Recommendation. Within 7 days from the filing of cross-exceptions, parties may file cross-responses to the cross-exceptions. Exceptions, responses, cross-exceptions, and cross-responses must be filed with the General Counsel of the Illinois Labor Relations Board, 160 North LaSalle Street, Suite S-400, Chicago, Illinois 60601-3103, and served on all other parties. Exceptions, responses, cross-exceptions, and cross-responses will not be accepted at the Board's Springfield office. The exceptions and/or cross-exceptions sent to the Board must contain a statement listing the other parties to the case and verifying that the exceptions and/or cross-exceptions have been provided to them. The exceptions and/or cross-exceptions will not be considered without this statement. If no exceptions have been filed within the 30-day period, the parties will be deemed to have waived their exceptions.

Issued in Chicago, Illinois on March 6, 2015

STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
LOCAL PANEL

/s/ Kelly Coyle
Kelly Coyle
Administrative Law Judge

NOTICE TO EMPLOYEES

FROM THE

ILLINOIS LABOR RELATIONS BOARD

L-CA-13-055
Addendum

The Illinois Labor Relations Board, Local Panel is charged with protecting rights established under the Illinois Public Labor Relations Act, 5 ILCS 315 (2012). The Board has found that the County of Cook and Sheriff of Cook County have violated Section 10(a)(4) and independently 10(a)(1) of the Act and has ordered us to post this Notice. We hereby notify you that the Illinois Public Labor Relations Act (Act) gives you, as an employee, these rights:

- To engage in self-organization
- To form, join or assist unions
- To bargain collectively through a representative of your own choosing
- To act together with other employees to bargain collectively or for other mutual aid and protection
- To refrain from these activities

The Act also states that a public employer cannot interfere with, restrain or coerce its employees in the exercise of these rights. The Act further imposes upon a public employer and the exclusive representative of a bargaining unit the duty to bargain collectively.

Accordingly, we assure you that:

WE WILL cease and desist from:

a. Implementing or enforcing General Order 11.2.21.0 Prohibition of Known Criminal Organization Membership (Gang Order);

b. Failing and refusing to bargain collectively in good faith with Teamsters Local 700 concerning unit employees' wages, hours and other terms and conditions of employment;

c. Implementing or enforcing the provisions of General Order 11.2.20.0 Rules of Conduct (Rules of Conduct Order) requiring employees to act in a manner reflecting favorably on us while using social media and which prohibit employees from engaging in conduct which would discredit our integrity or the integrity of employees, the employee him/herself, or which impairs our operations while using social media.

ILLINOIS LABOR RELATIONS BOARD

One Natural Resources Way, First Floor
Springfield, Illinois 62702
(217) 785-3155

160 North LaSalle Street, Suite S-400
Chicago, Illinois 60601-3103
(312) 793-6400

THIS IS AN OFFICIAL GOVERNMENT NOTICE

AND MUST NOT BE DEFACED.

NOTICE TO EMPLOYEES

FROM THE

ILLINOIS LABOR RELATIONS BOARD

WE WILL, rescind the Gang Order implemented on April 25, 2013 for employees represented by Teamsters Local 700 in the Department of Corrections and the Court Services Department.

WE WILL, reinstate and make whole any of those same employees who were discharged, disciplined or otherwise adversely affected through application of the Gang Order.

WE WILL bargain collectively in good faith with Teamsters Local 700.

WE WILL revise or rescind the provisions of the Rules of Conduct Order requiring employees to act in a manner reflecting favorably on us while using social media and which prohibit employees from engaging in conduct which would discredit our integrity or the integrity of employees, the employee him/herself, or which impairs our operations while using social media.

DATE _____

_____
County of Cook and Sheriff of Cook County

ILLINOIS LABOR RELATIONS BOARD

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